

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389252

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Clearly Food & Beverage Company, Inc.		08/08/2015	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clearly IP Holdings, SRL		
<b>Street Address:</b>	Burnham Court, Bishop's Court Hill		
<b>Internal Address:</b>	Upper Collymore Rock		
<b>City:</b>	St. Michael		
<b>State/Country:</b>	BARBADOS		
<b>Postal Code:</b>	BB11115		
<b>Entity Type:</b>	società a responsabilità limitata (srl): BARBADOS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1697898	CLEARLY CANADIAN	
<b>Serial Number:</b>	85984160		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6088193801		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6088194925		
<b>Email:</b>	docketing@trademarkwise.com		
<b>Correspondent Name:</b>	David A. Payne		
<b>Address Line 1:</b>	2810 Crossroads Drive, Suite 4000		
<b>Address Line 4:</b>	Madison, WISCONSIN 53718		
<b>ATTORNEY DOCKET NUMBER:</b>	CLEAR00220US		
<b>NAME OF SUBMITTER:</b>	David A. Payne		
<b>SIGNATURE:</b>	/dap/		
<b>DATE SIGNED:</b>	06/24/2016		
<b>Total Attachments: 9</b>			
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**ASSET TRANSFER AGREEMENT**

This agreement is made as of the 8<sup>th</sup> day of August, 2015 (this "Agreement")

**AMONG:**

**THE CLEARLY FOOD & BEVERAGE COMPANY, INC.**, a corporation organized under the laws of the State of Delaware of the United States of America  
(the "Vendor")

- and -

**CLEARLY IP HOLDINGS, SRL**, a corporation organized under the laws of Barbados  
(the "Purchaser")

- and -

**CLEARLY FOOD & BEVERAGE COMPANY LTD.**, a corporation federally organized under the laws Canada  
(the "Indemniitor")

**WHEREAS** the Vendor is the legal and beneficial owner of those assets identified in Schedule "A" appended hereto (the "Assets");

[REDACTED]

**AND WHEREAS** the Vendor has agreed to sell, and the Purchaser has agreed to purchase, the Assets [REDACTED]

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Purchase and Sale**

1.1 Subject to the terms and conditions hereof, the Vendor shall sell and the Purchaser shall purchase the Assets as of the date hereof (the "Closing Date").

[REDACTED]

[REDACTED]

4. **Closing Deliveries**

4.1 Upon the Closing Date:

- (a) all right, title and interest in and to the Assets shall pass from the Vendor to the Purchaser without further action on the part of any party hereto; and

5. **Indemnity**

The Indemnitor shall indemnify and hold harmless the Vendor and its officers, directors, employees, agents, successors and assigns from and against any and all liability pursuant to the income or other tax laws of any jurisdiction arising from or otherwise attributable to the within transaction, including without limitation all debts, actions and causes of action together with all legal, accounting and other professional fees and costs related thereto, whether existing on the date hereof or arising hereafter.

6. **Post-Closing Covenant**

6.1 Each of the parties shall execute and deliver in a timely manner all such further documents and do such other things as another may reasonably request to give full effect to this Agreement including, without limitation, all registrations as may be required by law, regulation or administrative practice for the transfer and assignment of [REDACTED] the Vendor's intellectual property as more particularly set forth in Schedule "A" appended hereto.

7. **Representations and Warranties**

7.1 The Vendor represents and warrants to the Purchaser and the Indemnitor that:

- (a) the Vendor is duly incorporated and subsisting under the laws of the State of Delaware in the United States of America;
- (b) the Vendor owns the Assets with good and marketable title thereto free and clear of any claims or encumbrances of any kind and, for greater certainty: (i) the Assets do not infringe any copyright, trade-mark or other proprietary right of any third party; (ii) the Vendor has not authorized any third party to use, nor granted any third party an option to acquire any rights in or license to use, any of the Assets; and, (iii) the Vendor has not covenanted with any third party not to sue or otherwise enforce legal rights with respect to any of the Assets;
- (c) the Vendor is entitled to sell, transfer and assign to the Purchaser good and marketable title to the Assets;
- (d) this Agreement shall not constitute a default of any other agreement nor does any other agreement exist which would restrict or prohibit the within transaction;

- (e) there is no order, injunction, decree, statute, rule, regulation, agreement or other instrument binding upon the Vendor that will be violated by the execution and delivery of this Agreement or will prevent the performance or satisfaction by the Vendor of any term or condition of this Agreement; and
- (f) the execution and delivery of this Agreement by the Vendor has been authorized by all necessary corporate action and the Vendor has all corporate power and authority to enter into this Agreement and to carry out the transactions contemplated herein.

7.2 The Purchaser represents and warrants to the Vendor and the Indemnitor that:

- (a) the Purchaser is incorporated and subsisting under the laws of Barbados;
- (b) the execution and delivery of this Agreement by the Purchaser has been authorized by all necessary corporate action and the Purchaser has all corporate power and authority to enter into this Agreement and to carry out the transactions contemplated herein; and
- (c) this Agreement shall not constitute a default of any other agreement nor does any other agreement exist which would restrict or prohibit the within transaction.

7.3 The Indemnitor represents and warrants to the Vendor and the Purchaser that:

- (a) the Indemnitor is incorporated and subsisting under the laws of the Province of Ontario;
- (b) the execution and delivery of this Agreement by the Indemnitor has been authorized by all necessary corporate action and the Indemnitor has all corporate power and authority to enter into this Agreement and to carry out the transactions contemplated herein; and
- (c) this Agreement shall not constitute a default of any other agreement nor does any other agreement exist which would restrict or prohibit the within transaction.

## 8. **General**

8.1 Schedule "A" appended hereto is hereby incorporated into this Agreement by reference and shall form part hereof.

8.2 Choice of Law. This Agreement shall be governed by the laws of the State of Delaware and the laws of the United States of America applicable therein.

8.3 Currency. All monetary amounts referred to herein shall refer to the lawful currency of the United States of America.

8.4 Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

8.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect thereto.

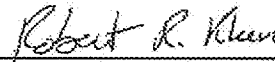
8.6 Time of the Essence. Time shall be of the essence of this Agreement.

- 8.7 Survival of Representations and Warranties. The representations and warranties contained in Section 7 of this Agreement shall survive the closing of the purchase and sale contemplated herein.
- 8.8 Counterparts. This Agreement may be executed in counterparts and by electronic or facsimile transmission, each of which counterpart shall constitute an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

**THE CLEARLY FOOD &  
BEVERAGE COMPANY, INC.**

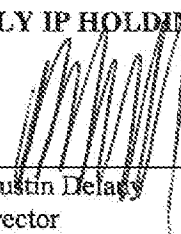
Per:



Name: Robert R. Khan  
Title: President

**CLEARLY IP HOLDINGS, SRL**

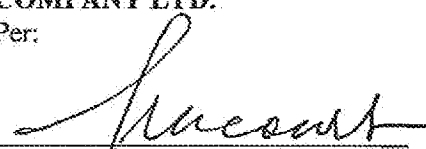
Per:



Name: Dustin Delays  
Title: Director

**CLEARLY FOOD & BEVERAGE  
COMPANY LTD.**

Per:



Name: Germain Lecours  
Title: Director

**SCHEDULE "A"**  
**ASSETS**

1. [REDACTED] the registered trademarks identified in Exhibit I hereto and any and all successor interests, rights and claims [REDACTED]

[REDACTED]

[REDACTED]

4. The business name "Clearly Canadian";

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]




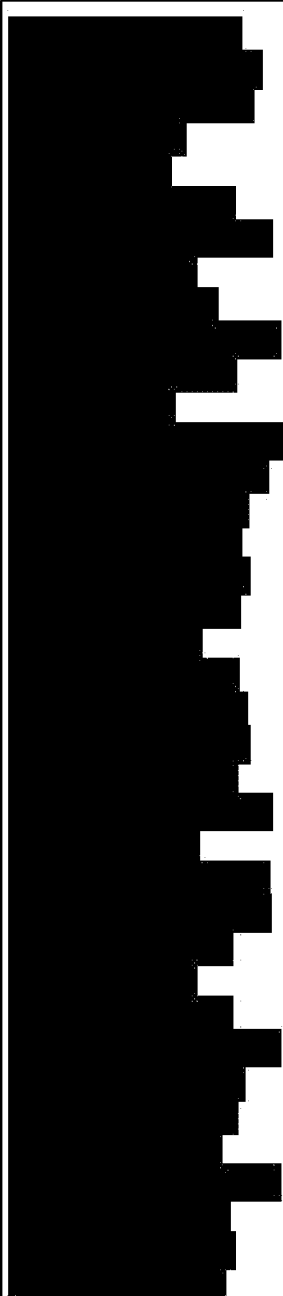
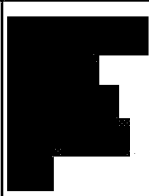
EXHIBIT I

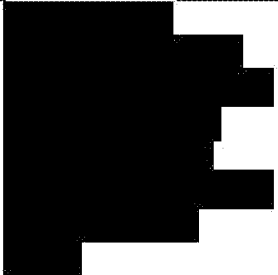


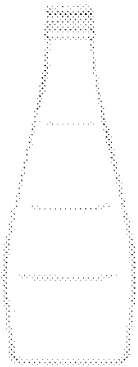
[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



U.S. Trademarks

Trade-Mark	Application No.	Registration No.	Wares/Services	Owner/Seller
CLEARLY CANADIAN (Disclaimer: "CANADIAN")	73-703401 (Filed December 22, 1987)	1697898 (Registered June 30, 1992, Renewed; Renewal June 30, 2012)	flavoured mineral waters, fruit flavored mineral waters, non- flavored mineral waters, non-carbonated mineral waters, bottled drinking waters, spring waters, soft drinks and fruit juices	The Clearly Food & Beverage Company, Inc.
				

				
				
				
<p>[DESIGN]</p> 	<p>85-882206 (Filed: March 21, 2013)</p>	<p>na</p>	<p>BEVERAGES CONTAINING CHLOROPHYLL FOR USE AS A NUTRITIONAL SUPPLEMENT; DIETARY SUPPLEMENTAL DRINKS IN THE NATURE OF VITAMIN AND MINERAL BEVERAGES; NUTRITIONALLY FORTIFIED BEVERAGES; IC 032. US 045 046 048. G &amp; S: FRUIT- FLAVORED BEVERAGES; FRUIT-FLAVORED BEVERAGES; NON- ALCOHOLIC BEVERAGES, NAMELY, CARBONATED BEVERAGES; WATER BEVERAGES</p>	<p>The Clearly Food &amp; Beverage Company, Inc.</p>
